Le réseau de transport d'électricité

Market Rules

Chapter 6. Imports and Exports

Version XX in force on [day] [month] [year].

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6. Imports and Exports

6.A. Introduction

The purpose of this Chapter is to set out the principles governing the implementation of Border Schedules with different timeframes.

In particular, it sets out the technical, financial and legal criteria and procedures for Nominating Import and/or Export Schedules with RTE following the Allocation processes and for their implementation by RTE.

Depending on the extent of coordination with neighbouring System Operators, specific terms and conditions governing Interconnections managed jointly with the said System Operators or Exempt Interconnections may be implemented, and will prevail over this Chapter.

RTE is committed to a process of harmonisation with the Neighbouring System Operators and ensures that interconnections are accessed in a coordinated manner with its neighbours. This is governed by the appropriate Terms and Conditions.

This Chapter applies by default to Interconnections for which common Nomination terms and conditions do not yet exist. Common Nomination terms and conditions will be drafted by RTE and its neighbouring System Operators based on similar principles.

6.B. Legal Framework

6.B.1. European Legal Framework

With the adoption of Directive 2003/54/EC and Regulation No. 1228/2003 of 26 June 2003 both repealed and replaced by Directive 2009/72/EC and Regulation No. 714/2009 of 13 July 2009 respectively and then by Directive (EU) 2019/944 and Regulation (EU) No. 2019/943 of 5 June 2019 respectively, the European Union has introduced rules aimed at ensuring the proper running of the internal market and the completion of a competitive electricity market for generators, suppliers and consumers of electricity, irrespective of their location within the EU. Within this framework, RTE is creating mechanisms for international exchanges of electricity, which are the subject of the Terms and Conditions.

The FCA Regulation came into force on 26 September 2016, establishing a guideline on forward capacity allocation. In particular, it provides that when TSOs issue and apply physical transmission rights on bidding zone borders, they must enable physical transmission rights holders and/or their counterparties to nominate their electricity exchange schedules. The TSOs must submit to the relevant regulatory authorities' approval a proposal for nomination rules for electricity exchange schedules between bidding zones.

For the border between France and the United Kingdom, the specific terms and conditions relating to nomination are set out in the IFA/IFA2 Access Rules and the ElecLink Access Rules. For the France-Switzerland border, those terms and conditions are set out in the forward capacity allocation terms and conditions for Swiss borders, the day ahead capacity allocation terms and conditions for Swiss borders and the intraday capacity allocation terms and conditions for the France-Switzerland interconnection.

6.B.2. National Legal Framework

Pursuant to the provisions of Article 30 of the standard specifications for the concession of the public electricity transmission system, as approved in French Decree No. 2006-1731 of 23 December 2006, RTE establishes and makes public the capacity allocation terms and conditions, under which the entire available commercial capacity is made available and the effective use of allocated capacities maximised.

Accordingly, the import and export terms and conditions govern the implementation of electricity import and/or export schedules on interconnections with France's neighbours with different timeframes.

They specify the technical, financial and legal criteria and procedures to be used by users to nominate electricity import and/or export schedules with RTE following the capacity allocation processes for the different timeframes, as well as any specific terms and conditions for certain borders. They also specify the conditions of participation for users (obtaining authorisation, contractual terms and invoicing and payment procedures).

6.C. Entry into force and review

6.C.1. Entry into force

In accordance with CRE Resolution No. 20xx-xx of xx/xx/xxxx, these Specific Provisions of Chapter 6 of the Terms and Conditions, entitled Access Terms and Conditions for Imports and Exports on the French Public Electricity Transmission System, take effect on xx/xx/20xx.

From that date, they automatically replace the previous versions of the Access Terms and Conditions for Imports and Exports on the French Public Electricity Transmission System for all activities and all procedures in progress, unless otherwise provided, and apply to Import and Export Schedules for all borders from xx/xx/20xx.

6.C.2. Delayed entry into force

Not applicable.

6.C.3. Revision Procedures

Chapter 6 of the Terms and Conditions and its Annexes are revised in accordance with the following procedure:

1. RTE draws up a draft revision of Chapter 6 on its own initiative or following a request from one or more members of the CFAI or one or more Participants;

2. RTE involves all stakeholders throughout the process of drawing up the draft revision;
3. RTE Notifies the draft revision to the members of the CFAI and the Participants;
4. within the period indicated in that Notification, which may not be less than one calendar Month, the members of the CFAI and the Participants may Notify to RTE their observations or counter-proposals;
5. at the end of the above-mentioned period, RTE shall draw up a new draft revision of Chapter 6 and Notify it to the members of the CFAI and to the Participants, taking into account, where appropriate, the observations and counter-proposals of the members of the CFAI and the Participants, it being specified that RTE may refuse to take them into account provided that it justifies its refusal;
6. RTE sends the CRE the draft revision, together with the results of the consultation, and justifies whether or not the observations or counter-proposals received during the consultation phase have been taken into account;
7. the CRE, pursuant to the third paragraph of Article L. 321-10 of the French Energy Code (*code de l'énergie*), approves the draft revision of Chapter 6;
8. within 15 Business Days of the CRE's approval decision, RTE shall:
    a. draw up the final revised version of Chapter 6 of the Terms and Conditions,
    b. publish the final revised version of Chapter 6 of the Terms and Conditions and its effective date on the RTE Website,
    c. Notify the publication of the final revised version of Chapter 6 on the RTE Website, and its effective date, to each Participant concerned by the revision.

That revision procedure applies subject to any additional revision procedures or other revision procedures that the CRE may implement pursuant to the CACM, FCA or EBGL Regulations.

In the event that the revised version of Chapter 6 has an impact on the technical agreements between RTE, or a neighbouring System Operator, and the Participant, the Parties shall work together to amend the said technical agreements accordingly.

6.D. Contractual terms and conditions

6.D.1. Terms and condition of participation

6.D.1.1. Signature of the Participation Agreement

Legal entities wishing to become a Market Participant at Interconnections to be able to Nominate Border Schedules with RTE, must:

- submit a written request to RTE using the form provided in Annex 6.A1 to certify that it belongs to one of the following categories:
    - Legal entity wishing to add its Transactions to its Balance Perimeter: the legal entity must have signed a Participation Agreement as a Balance Responsible Party;

    or

- Legal entity not wishing to add its Transactions to its Balance Perimeter: when creating its Transactions, the legal entity must name another Balance Responsible Party.

- sign a Participation Agreement as a Market Participant at Interconnections in accordance with the template appended hereto in Annex 6.A2.

Legal entities wishing to adhere to the Terms and Conditions as a Market Participant at Interconnections may not hold more than one Participation Agreement.

In order to become a Market Participant at Interconnections, candidate legal entities undertake to comply with all applicable laws, regulations and codes, including all applicable anti-corruption laws, in particular French Act No. 2016-1691 of 9 December 2016, known as the "Sapin II Act", the US Foreign Corrupt Practices Act and the UK Bribery Act 2010, and any equivalent applicable law.

Accordingly, in order to be able to participate in the mechanism, it warrants that it is not on the US Treasury Department's list of Specially Designated Nationals, it is not subject to any sanctions imposed by the Office of Foreign Assets Control ("OFAC"), the UK Treasury or any other equivalent measure imposed by a court, authority, commission, supervisory body or any other relevant authority pursuant to the above-mentioned legislation (hereinafter the "Sanctions"). It also warrants that it has no business or financial dealings with a person or entity on the OFAC's list of Specially Designated Nationals or Blocked Persons or on any equivalent list relating to Sanctions.

In addition, it undertakes to ensure that its legal representatives, directors or any other entity controlling it or that it controls are not subject to the above-mentioned "Sanctions".

RTE may request supporting documents from the candidate, including during the period of performance of the Participation Agreement. If, during the performance of the Participation Agreement, the Market Participant at Interconnections becomes subject to the above-mentioned Sanctions, or if it becomes aware of the application of such Sanctions to its legal representatives, directors or any other entity controlling it or that it controls, it shall Notify this to RTE as soon as possible.

Within a maximum of 15 Days of receiving the request (Annex 6.A1), RTE shall contact the legal entity in order to begin collaboration and prepare the various documents required for signing a Participation Agreement. The contact details of the Market Participant at Interconnections must be specified in Annex 6.A3.

No later than the Day on which the Participation Agreement is signed, the requesting legal entity shall submit the required documents to RTE.

The Participation Agreement is signed using a simple electronic signature in compliance with eIDAS Regulation No. 910/2014 of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market.

A Market Participant at Interconnections must be Authorised to Nominate Border Schedules if it meets the requirements set out in Article 6.E.1.

6.D.1.2. Entry into force and duration of the Participation Agreement

The contract, signed by the Parties, takes effect on the date set out in the Participation Agreement.

From the effective date of the Participation Agreement, RTE's co-contractor is a Participant.

The Participation Agreement is an open-ended contract which may only be terminated in accordance with the provisions set out in this Chapter.

6.D.1.3. Undertakings of the participant

By signing a Participation Agreement as a Market Participant at Interconnections, the Participant undertakes to comply with the General Provisions and Specific Provisions of this Chapter specified in its Participation Agreement and to Notify to RTE, as soon as possible, any changes in the information provided to RTE, particularly in relation to its participation request or its Participation Agreement.

6.D.1.4. Access to the RTE's Information System

This Article applies for all borders, except for the France-England Interconnection.

In order to Nominate its Border Schedules, the Market Participant at Interconnections accesses RTE's Information System and uses the applications made available to it in accordance with the procedures determined by RTE in the IS Terms and Conditions.

The Market Participant at Interconnections acknowledges that it possesses and is aware of the IS Terms and Conditions, which form an integral part of the Terms and Conditions. If the Market Participant at Interconnections fails to comply with the procedures set out in the IS Terms and Conditions, RTE is not required to take its Nominations into account. Accordingly, RTE's liability cannot be triggered for any damage caused by any such non-processing of a Nomination.

In the "RTE Applications Access Form", a template of which is provided in the IS Terms and Conditions, the Market Participant at Interconnections names the one or more Electronic Certificate Holders, who are the persons authorised to act in its name and on its behalf via each of the applications that may be accessed.

RTE disclaims any and all liability to any person whatsoever for any fact, act or omission relating to the above naming by the Market Participant at Interconnections and/or any error committed by the Electronic Certificate Holder in the Nomination process. Moreover, RTE may not be held liable, under any circumstances, in the event of a failure affecting the Electronic Certificate Holder's certification system.

6.D.2. Termination

6.D.2.1. Termination by RTE

6.D.2.1.1. Of the Participation Agreement

RTE may terminate the Participation Agreement by sending Notification by registered post with acknowledgement of receipt treated as formal notice if:

- the Market Participant at Interconnections ceases to meet the requirements set out in Article 6.D.1.1;
- the Market Participant at Interconnections does not return the Participation Agreement in accordance with the provisions of Article 6.D.1.2;
- the Market Participant at Interconnections has not had any Transactions for at least six Months.

The Participation Agreement will be terminated automatically if the Authorisation of the Market Participant at Interconnections is withdrawn in accordance with Article 6.F.5.2.

Termination will be effective 10 Days after the Market Participant at Interconnections receives the said Notification.

6.D.2.1.2. Of one or More Transactions

In accordance with Article 6.F.5, RTE may terminate, by Notification sent by registered post with acknowledgement of receipt, one or more of the Transactions of the Market Participant at Interconnections if they cease to be attached to a Balance Perimeter. Termination will be effective 10 Days after the Market Participant at Interconnections receives the said Notification.

Such termination does not terminate the Participation Agreement or the other Transactions, which are on the list of Transactions, except when it concerns the last Transaction.

6.D.2.2. Termination by the Market Participant at Interconnections

The Market Participant at Interconnections may terminate the Participation Agreement or one or more Transactions at any time through Notification sent by registered post with acknowledgement of receipt, using the Annexes provided for this purpose (Annex 6.A5, Annex 6.A6 and Annex 6.A8). Termination will be effective 10 Days after RTE receives the said Notification.

The Market Participant at Interconnections may terminate the Participation Agreement by sending Notification by registered post with acknowledgement of receipt, which is effective immediately on receipt by RTE, if RTE has not complied with one or more of its essential obligations and if the Market Participant at Interconnections has served formal notice, by Notification sent by registered post with acknowledgement of receipt, to comply with its obligations and the said formal notice is not complied with within 10 Days.

The Market Participant at Interconnections may terminate the Participation Agreement in accordance with the provisions of Article 6.E.3.2.

6.D.2.3. Termination in the event of force majeure

Either Party may terminate the Participation Agreement or one or more Transactions in accordance with the provisions set out in the Force Majeure Article of the General Provisions.

6.E. Authorisation

6.E.1. Creation of Authorisation

In order to be Authorised, the Market Participant at Interconnections must:

- meet the requirements of Article **Erreur ! Source du renvoi introuvable.**;
- have an EIC Code.

The Market Participant at Interconnections is Authorised on Notification from RTE specifying the start date of its Authorisation, in accordance with Annex 6.A7.

6.E.2. Suspension of Authorisation

The Authorisation of the Market Participant at Interconnections may be suspended by RTE if:

- at least one of the requirements listed in Article 6.E.1 is not or ceases to be met;
- in the event of a payment incident;
- in the event of a clear breach of the Terms and Conditions by the Market Participant at Interconnections, subject to Article 6.E.3;
- if a Force Majeure Event lasts for more than 30 Days in accordance with the Force Majeure Article of the General Provisions.

If RTE suspends the Authorisation of a Market Participant at Interconnections, it ceases to be able to Nominate Border Schedules.

A suspension of Authorisation will not release the Market Participant at Interconnections from its payment obligations in accordance with Article 6.N.

A suspension of Authorisation takes effect on the date indicated in the Notification of the suspension of the Authorisation.

The Market Participant at Interconnections is Authorised once more on the day after the Business Day on which RTE has, before 12:00:

- recorded once again compliance with all the requirements set out in Article 6.E.1; and
- recorded the full payment of the invoices that are due but have not yet been paid by the Market Participant at Interconnections.

When the Market Participant at Interconnections is Authorised once more, any capacity Allocated prior to the suspension of the Authorisation may be Nominated, in accordance with the provisions set out in the Allocation Terms and Conditions.

6.E.3. Withdrawal of Authorisation

6.E.3.1. By RTE

The Authorisation of a Market Participant at Interconnections will be withdrawn by RTE:

- if the Market Participant at Interconnections is dissolved or at the end of compulsory winding-up proceedings, as evidenced by a judgment; or
- following receipt by RTE of a decision issued by a competition or regulatory authority confirming that the Market Participant at Interconnections has committed one or more abuses or fraudulent acts with regard to access to Interconnections, requiring its Authorisation to be withdrawn.

A withdrawal of Authorisation Notified by registered post with acknowledgement of receipt takes effect on the date indicated in the Notification of withdrawal of the Authorisation.

If RTE withdraws the Authorisation of a Market Participant at Interconnections, the latter ceases to be able to Nominate Border Schedules.

If an Authorisation is withdrawn, the Participation Agreement is automatically terminated.

A withdrawal of Authorisation will not release the Market Participant at Interconnections from its payment obligations in accordance with Article 6.N.

A Market Participant at Interconnections whose Authorisation has been withdrawn at RTE's initiative ceases to be able to subsequently regain the status of a Market Participant at Interconnections unless otherwise decided by the competent court or the competition or regulatory authority.

6.E.3.2. At the Participant's request

The Market Participant at Interconnections may request a withdrawal of the Authorisation at any time, in order to terminate its participation in the Terms and Conditions.

Any such request must be submitted by registered post with acknowledgement of receipt, in accordance with Annex 6.A8.

The withdrawal of its Authorisation takes effect 10 Days after RTE receives the Notification of withdrawal from the Market Participant at Interconnections.

If the Market Participant at Interconnections requests a withdrawal of its Authorisation, it will cease to be able to Nominate Border Schedules.

A withdrawal of Authorisation will not release the Market Participant at Interconnections from its payment obligations in accordance with Article 6.N.

The Market Participant at Interconnections may also request a withdrawal of its Authorisation by sending Notification by registered post with acknowledgement of receipt, which is effective immediately on receipt by RTE, if RTE has not complied with one or more of its essential obligations and if the Market Participant at Interconnections has served formal notice, by Notification sent by registered post with acknowledgement of receipt, to comply with its obligations and the said formal notice is not complied with within 10 Days. In either of those two cases where Authorisation is withdrawn at the initiative of the Market Participant at Interconnections, the Participation Agreement is automatically terminated.

A Market Participant at Interconnections whose Authorisation has been withdrawn at its own initiative, under the terms of this Article, may regain the status of a Market Participant at Interconnections by following the procedure set out in Chapter 6 of the Terms and Conditions.

6.F. Management of Transactions

6.F.1. Characteristics of Transactions

A Transaction is a prerequisite for Nominating a Border Schedule and in order for RTE to be able to add it to the Balance Perimeter of the Balance Responsible Party concerned.

A Transaction has a predefined number and concerns an originator System Operator and a destination System Operator.

If the limit on the number of Transactions indicated in this Article is exceeded, the Market Participant at Interconnections has one Month in which to correct its situation.

In the event of a merger, takeover or partial capital contribution, that period is increased to six Months.

If the Market Participant at Interconnections fails to correct its situation, RTE will cancel the one or more Transactions concerned.

For borders where a Day Ahead Market Coupling is in place, Market Participants at Interconnections are only required to have day ahead Transactions if they wish to be able to participate when relevant in downgraded modes: Explicit Allocation followed by a Nomination.

6.F.1.1. Periodic and Day Ahead Transactions

The Market Participant at Interconnections may only benefit from one single day ahead Transaction and one single Periodic/Annual/Monthly Transaction per Oriented Border and per neighbouring System Operator.

6.F.1.2. Intraday Transactions

6.F.1.2.1. Case of Germany, Belgium and Switzerland

The Market Participant at Interconnections may only benefit from one single intraday Transaction valid for the France-Germany, France-Belgium and France-Switzerland Interconnections.

The Market Participant at Interconnections and its Affiliates may not jointly hold more than two intraday Transactions.

6.F.1.2.2. Case of Spain

After Notifying a request to RTE in accordance with the provisions of Article 6.F.3, the Market Participant at Interconnections obtains one Import Transaction and one Export Transaction.

6.F.1.2.3. Case of England

The Market Participant at Interconnections may only benefit from one single intraday Transaction valid for the France-England Interconnection.

6.F.1.2.4. Case of Italy

After Notifying a request to RTE in accordance with the provisions of Article 6.F.3, the Market Participant at Interconnections obtains one Import Transaction and one Export Transaction.

6.F.2. Creation and Cancellation of Periodic and Day Ahead Transactions

The Market Participant at Interconnections Notifies to RTE a request for the creation or cancellation of periodic or day ahead Transactions, in accordance with Annex 6.A5.

Subject to receipt of Annex 6.A5 and the necessary supporting documents, requests Notified to RTE take effect on a Date defined jointly by the Market Participant at Interconnections, RTE and the neighbouring System Operator when the mechanism is coordinated.

RTE responds to the request from the Market Participant at Interconnections by specifying:

- whether the request is accepted, and
- for a request for the creation or cancellation of periodic or day ahead Transactions that is accepted: the numbers assigned to the Transactions and the date on which the Transactions will be activated or cancelled.

6.F.3. Creation and Cancellation of Intraday Transactions

The Market Participant at Interconnections Notifies to RTE a request for the creation or cancellation of Intraday Transactions, in accordance with Annex 6.A6.

Subject to receipt of Annex 6.A6 and the necessary supporting documents, requests Notified to RTE take effect on a date defined jointly by the Market Participant at Interconnections, RTE and the neighbouring System Operator when the intraday mechanism is coordinated.

RTE responds to the request from the Market Participant at Interconnections by specifying:

- whether the request is accepted, and
- for a request for the creation or cancellation of intraday Transactions that is accepted: the numbers assigned to the Transaction and the date on which the Transaction will be activated or cancelled.

6.F.4. Naming a Balance Responsible Party

In Annex 6.A5, the Market Participant at Interconnections names the Balance Responsible Party to which each Periodic Transaction and each day ahead Transaction is attached.

In Annex 6.A6, the Market Participant at Interconnections names the Balance Responsible Party to which its intraday Transaction is attached.

Import and export periodic and day ahead Transactions on the same Interconnection must be attached to the same Balance Responsible Party.

If the Market Participant at Interconnections has not named itself as the Balance Responsible Party, it shall Notify to RTE the corresponding Attachment Agreement (Annex 6.A4).

The above-mentioned Transactions are then counted in the Balance Perimeter concerned.

Any Transaction not attached to a Balance Perimeter, for any reason whatsoever, will be terminated immediately by RTE until the said Transaction is attached to a Balance Perimeter.

6.F.5. Change of Balance Responsible Party

6.F.5.1. Change of Balance Responsible Party by the Market Participant at Interconnections

If the Market Participant at Interconnections wishes to change the Balance Responsible Party, it must Notify the change to RTE as soon as possible, along with the identity of the new Balance Responsible Party and confirm this by registered post with acknowledgement of receipt.

If the Market Participant at Interconnections has not named itself as the new Balance Responsible Party, it shall Notify to RTE the new Attachment Agreement signed with the new Balance Responsible Party (in line with the template provided in Annex 6.A4).

If Notification is received by RTE at least seven Days before the end of Month M, the change of Balance Responsible Party will take effect on the first Day of Month M+1. If Notification is received less than seven Days before the end of Month M, the change of Balance Responsible Party will take effect on the first Day of Month M+2.

Within five Days of receiving Notification from the Market Participant at Interconnections, RTE will Notify the Balance Responsible Party to which the Transaction concerned is currently attached, that the Transaction is to be withdrawn from its Balance Perimeter, together with the date on which the withdrawal will take effect. At the same time and under the same conditions, RTE will inform the new Balance Responsible Party of the date on which the Transaction is to be attached to its Balance Perimeter.

If the Market Participant at Interconnections has not named itself as the new Balance Responsible Party and has not Notified the one or more Attachment Agreements to RTE by registered post with acknowledgement of receipt, RTE will terminate the one or more Transactions concerned, in accordance with the provisions of Article 6.D.2.

6.F.5.2. Withdrawal of One or More Transactions at the initiative of the Balance Responsible Party

If a Balance Responsible Party asks RTE to withdraw one or more Transactions of the Market Participant at Interconnections from its Balance Perimeter, RTE will Notify the Market Participant at Interconnections concerned, specifying the date on which the withdrawal will take effect.

If RTE receives Notification of the withdrawal of a Transaction from the Balance Responsible Party at least seven Days before the end of Month M, the change of Balance Perimeter will take effect on the first Day of Month M+2. If Notification is received less than seven Days before the end of Month M, the change of Balance Perimeter will take effect on the first Day of Month M+3.

The Market Participant at Interconnections shall Notify the name of the new Balance Responsible Party to RTE and confirm this by registered post with acknowledgement of receipt. If the Market Participant at Interconnections does not name itself as the new Balance Responsible Party, it shall provide the new Attachment Agreement signed with the new Balance Responsible Party with its Notification (in accordance with Annex 6.A4).

If the Market Participant at Interconnections has not named itself as the new Balance Responsible Party or has not Notified the one or more Attachment Agreements to RTE by registered post with acknowledgement of receipt, RTE will terminate the one or more Transactions concerned, in accordance with the provisions of Article 6.D.2.

6.F.5.3. Exclusion by RTE of One or More Transactions in the event of a Termination of the Participation Agreement as a Balance Responsible Party

If RTE terminates the Participation Agreement as a Balance Responsible Party to which one or more of the Transactions of the Market Participant at Interconnections are attached, it will Notify this to the Market Participant at Interconnections as swiftly as possible. In such a case, the Market Participant at Interconnections has a period of 10 Days from the said Notification to name itself as the Balance Responsible Party or to Notify to RTE, with confirmation by registered post with acknowledgement of receipt, a new Attachment Agreement for the one or more Transactions concerned (in accordance with Annex 6.A4).

For a period of 10 days after the said Notification, the transactions concerned are suspended and the Market Participant at Interconnections is not authorised to nominate.

If RTE does not receive any such Notification from the Market Participant at Interconnections by the end of that 10-day period, RTE will terminate the one or more Transactions concerned, in accordance with the provisions of Article 6.D.2.1.2.

6.G. Classification of Transactions

Not applicable.

6.H. Contracting of Reserves

Not applicable.

6.I. Nomination Process

6.I.1. Nomination of Periodic Transactions

The Nomination procedures for France-England Interconnections are set out in the IFA/IFA2 Access Rules and ElecLink Access Rules respectively. For the other borders, other than France-Belgium and France-Germany Interconnections for which the allocated FTRs do not allow for any Periodic Nomination, the Market Participant at Interconnections shall Notify to RTE the Periodic Border Schedule for each of its periodic Transactions containing the information described in the message specified by RTE in the IS Terms and Conditions.

In accordance with Article 6.D.1.4, Nomination may only be carried out by the one of more Certificate Holders named by the Market Participant at Interconnections.

In order to be valid, the Periodic Border Schedule must comply with the message specified by RTE in the IS Terms and Conditions and must be sent in accordance with the IS Terms and Conditions, within the deadlines defined in paragraph 1.

In the case of a transfer, the Capacity transferred is Nominated using the procedures set out in this Chapter.

The Periodic Border Schedule for Day D must be Notified by the Market Participant at Interconnections no later than the following time on Day D-1:

- 08:30 for Switzerland, Spain and Italy.

Market Participants at Interconnections may submit their Nominations from D-15, where D is the Day of delivery. However, the validity check performed on Nominations in respect of the rights acquired by the Market Participant at Interconnections will only be performed once the Summaries of Border Rights have been sent. Nominations can be corrected until the daily Gate Closure. They are made via RTE's Information System pursuant to Article 6.D.1.4.

RTE will only take the last valid Periodic Border Schedule received into account.

If a Periodic Border Schedule is not sent in the required format and by the specified deadlines, the Market Participant at Interconnections is deemed to have Notified a zero Border Schedule to RTE for all Hourly Intervals of Day D.

Once the Summaries of Border Rights have been sent, for each valid Nomination received, a functional acknowledgement of receipt is sent to the Market Participants at Interconnections:

- affirmative if the Nomination is lower than or equal to the Scheduling Permission;

- negative if the Nomination is greater than the Scheduling Permission, even if only for one Hourly Interval.

The Market Participant at Interconnections reaches agreement with the System Operators concerned for the implementation of the Periodic Border Schedules. If it fails to do this, RTE reserves the right, in agreement with the neighbouring System Operators concerned, to modify the Periodic Border Schedules. In any such event, the Market Participant at Interconnections has no right to claim any kind of compensation. The Market Participant at Interconnections is informed of the new Periodic Border Schedule if any modifications are made. If RTE modifies the Periodic Border Schedule of the Market Participant at Interconnections, €1,500 (excl. tax) must be paid for each adjusted Transaction to cover the costs incurred.

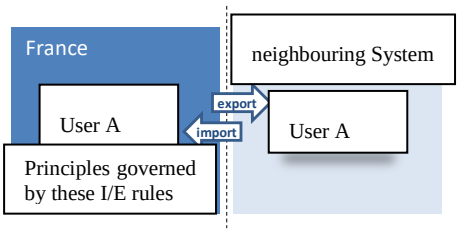
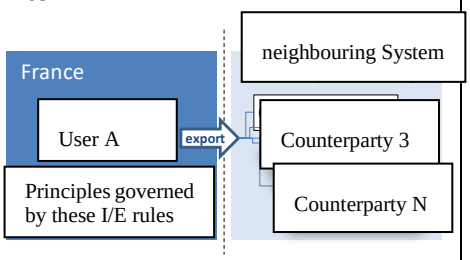
In the case of an error in a Periodic Border Schedule for a Periodic Transaction, the Market Participant at Interconnections may ask RTE if it is able, exceptionally and after the relevant Gate Closure, to accept a new Nomination for the Periodic Border Schedule concerned.

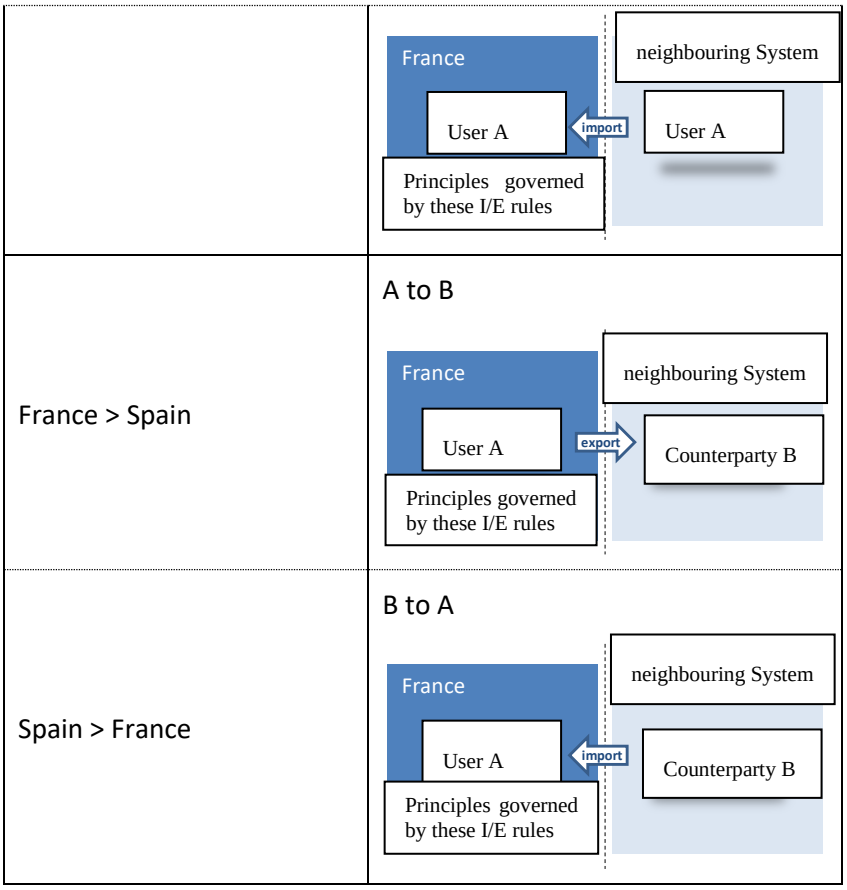
The request must in all cases be made before RTE and the neighbouring System Operator have reached agreement on all the Periodic Border Schedules on the Interconnection concerned. The request will not be taken into account in the event of a failure affecting RTE's Information System.

If RTE authorises the Market Participant at Interconnections to correct its Nomination, €1,500 (excl. tax) must be paid for each adjusted Transaction to cover the costs incurred

A summary of the matched Border Schedules for Day D is sent at the end of Day D-1.

Nomination Principles applied per Border for Periodic Nominations

Border	Principle
France <> Switzerland	A to A 
France > Italy	A to N 
Italy > France	A to A



6.I.2. Nomination of Day Ahead Transactions

The procedures for day ahead Nominations for France-England Interconnections are set out in the IFA/IFA2 Access Rules and ElecLink Access Rules respectively.

For all other borders, and for its day ahead Transactions, the Market Participant at Interconnections Notifies a Day Ahead Border Schedule to RTE containing the information described in the message specified by RTE in the IS Terms and Conditions.

In accordance with Article 6.D.1.4, Nomination may only be carried out by the one of more Electronic Certificate Holders named by the Market Participant at Interconnections.

In order to be valid, the Day Ahead Border Schedule must comply with the specifications set out in the IS Terms and Conditions.

Market Participants at Interconnections may submit their Nominations from D-15, where D is the Day of delivery. However, the validity check performed on Nominations in respect of the rights acquired by the Market Participant at Interconnections will only be performed once the Summaries of Border Rights have been sent. Nominations can be corrected until the daily Gate Closure. They are made via RTE's Information System pursuant to Article 6.D.1.4.

The Day Ahead Border Schedule for Day D must be Notified by the Market Participant at Interconnections no later than the following times on Day D-1:

- 14:30 for Switzerland;
- For the other borders, the Nomination Time is specified to the Market Participants at Interconnections by means of a specific communication pursuant to Article 6.I.7.2.

RTE will only take the last valid Day Ahead Border Schedule received into account.

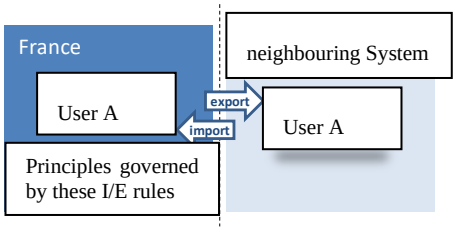
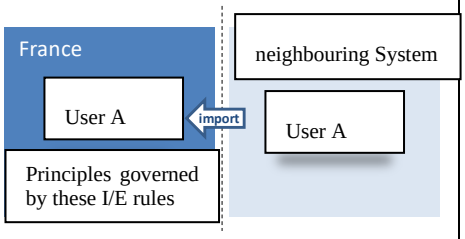
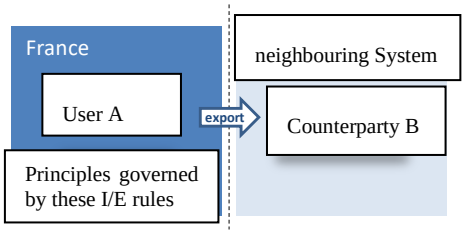
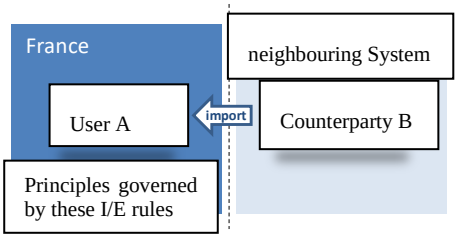
If a Day Ahead Border Schedule is not sent in the required format and by the specified deadlines, the Market Participant at Interconnections is deemed to have Notified a zero Day Ahead Border Schedule to RTE for all Hourly Intervals of Day D.

Once the Summaries of Border Rights have been sent, for each valid Nomination received, a functional acknowledgement of receipt is sent to the Market Participants at Interconnections:

- affirmative if the Nomination is lower than or equal to the Summary of Border Rights;
- negative if the Nomination is greater than the Summary of Border Rights, even if only for one Hourly Interval.

The Market Participant at Interconnections reaches agreement with the System Operators concerned for the implementation of Day Ahead Border Schedules. If it fails to do this, RTE reserves the right, in agreement with the neighbouring System Operators concerned, to modify the Day Ahead Border Schedules. In any such event, the Market Participant at Interconnections has no right to claim any kind of compensation. Where applicable, the Market Participant at Interconnections is informed of the new Day Ahead Border Schedule. If RTE modifies the Day Ahead Border Schedule of the Market Participant at Interconnections, €1,500 (excl. tax) must be paid for each adjusted Transaction to cover the costs incurred.

Nomination Principles applied per Border for Day Ahead Nominations

Border	Principle
France <> Belgium France <> Germany France <> Switzerland	A to A 
Italy > France	A to A 
France > Italy France > Spain	A to B 
Spain > France	B to A 

In the case of an error in a Day Ahead Border Schedule for a day ahead Transaction, the Market Participant at Interconnections may ask RTE if it is able, exceptionally and after the relevant Gate Closure, to accept a new Nomination for the Day Ahead Border Schedule concerned.

The request must in all cases be made before RTE and the neighbouring System Operator have reached agreement on all the Day Ahead Border Schedules on the Interconnection concerned. The request will not be taken into account in the event of a failure affecting RTE's Information System.

If RTE authorises the Market Participant at Interconnections to correct its Nomination, €1,500 (excl. tax) must be paid for each adjusted Transaction to cover the costs incurred

A summary of the matched Border Schedules for Day D is sent at the end of Day D-1.

6.I.3. Nomination of Intraday Transactions

The procedures for Nominations of Intraday Border Schedules in case of an Explicit Allocation for the Interconnections with Germany, England and Switzerland are set out in the IFD Intraday Rules, the IFA/IFA2 Access Rules, the ElecLink Access Rules and the IFS Intraday Rules respectively.

In case of an Implicit Allocation for the Interconnections with Spain, Germany, Belgium and Italy, there is no Nomination with RTE from the Market Participant at Interconnections, which is a Transfer Agent: RTE receives the Intraday Border Schedules calculated pursuant to the Intraday Market Coupling, which are binding. Based on those Border Schedules, RTE performs the necessary actions to integrate the corresponding figures.

In any case, in order to link the Intraday Border Schedules with a Balance Perimeter of a Balance Responsible Party, the Market Participant at Interconnections must Notify a request for intraday Transactions to RTE in accordance with the provisions of Article 6.F.3.

6.I.4. No Nomination

If the Market Participant at Interconnections does not make a Nomination within the above deadlines for the timeframes and the borders (except France-England) for which Nomination is required, it will be deemed to Notify a zero Border Schedule.

The consequences of a partial or total non-use of the intraday Interconnection Capacities are set out in the Allocation Terms and Conditions specific to each Interconnection.

6.I.5. Nomination Times on application of Daylight Saving Time

Except for the France-England Interconnection, on days when the official time changes (application of daylight saving time), RTE will send a communication to the Market Participants at Interconnections explaining the procedures for Nominations on those days.

6.I.6. Firmness of Border Schedules accepted by RTE

The terms related to the firmness of accepted Border Schedules once matching has been performed between RTE and the other neighbouring System Operators and the related compensation mechanisms for reductions are set out in the Allocation Terms and Conditions.

If RTE modifies the Border Schedules following Matching and in accordance with the provisions set out in Article 6.I and in the Allocation Terms and Conditions, such modification may not be interpreted as a breach of RTE's obligations with regards to the firmness of the Border Schedules.

All reductions in Border Schedules are taken into account when calculating the Imbalances of the Balance Perimeters to which the Transactions of the Market Participants at Interconnections are attached.

6.I.7. Downgraded Modes

Articles 6.I.7.1 and 6.I.7.2 below apply for all borders except the France-England Interconnection.

6.I.7.1. Downgraded Mode due to the Unavailability of RTE's Information System

Downgraded mode applies to situations in which RTE's Information System is unable to perform its functions correctly.

6.I.7.1.1. Downgraded Mode on D-1

If downgraded mode is adopted on D-1, RTE shall Notify to the Market Participant at Interconnections the Time at which the switch to downgraded mode takes place, along with the instructions to be followed for Notifying its Nominations.

RTE shall Notify, by email, to the Market Participant at Interconnections the Time at which the downgraded mode ends.

6.I.7.1.1.1. Scheduled Unavailability

Certain maintenance operations may result in the Information System becoming temporarily unavailable. RTE will strive to minimise the disruption caused to the Market Participant at Interconnections.

6.I.7.1.1.2. Other Types of Unavailability

For other situations where the Information System is unavailable, RTE undertakes:

- to inform the Market Participant at Interconnections as quickly as possible;
- to email to the Market Participant at Interconnections the Time at which the switch to downgraded mode takes place, along with the instructions to be followed for making its Nominations;
- to Notify to the Market Participant at Interconnections the Time at which the downgraded mode will end.

6.I.7.1.2. Downgraded Mode - Intraday

6.I.7.1.2.1. Scheduled Unavailability

Certain maintenance operations may result in the Information System becoming temporarily unavailable on an intraday basis. RTE will strive to minimise the disruption caused to the Market Participant at Interconnections.

If the unavailability results in the removal of one or more Gates, RTE shall give the Market Participant at Interconnections reasonable notice of this.

6.I.7.1.2.2. Other Types of Unavailability

For other situations where the Information System is unavailable on an intraday basis, RTE undertakes:

- to inform the Market Participant at Interconnections as quickly as possible;

- to email to the Market Participant at Interconnections the Time at which the switch to downgraded mode takes place, along with the instructions to be followed for making its Nominations;
- to Notify to the Market Participant at Interconnections the Time at which the downgraded mode will end and, where applicable, the Time at which the next Gate reopens.

As a last resort, in the event that downgraded mode is adopted due to the unforeseen unavailability of the Information System, one or more Gates may be removed.

RTE will strive to ensure that this Information System unavailability does not exceed 60 Hours per calendar year.

The removal of those Gates (with the exception of those for the France-England Interconnections which are governed by specific terms and conditions (IFA/IFA2 Access Rules and ElecLink Access Rules respectively)) will not give rise to any compensation from RTE.

6.I.7.2. Downgraded Mode for Day Ahead Market Coupling

If it is impossible to implement Day Ahead Market Coupling, a downgraded mode is implemented, using the procedures set out in the Shadow Allocation Terms and Conditions.

When this downgraded mode involves explicitly Allocating day ahead Capacities, any Market Participants at Interconnections that have acquired Capacity must Nominate their Border Schedule, in accordance with the principles set out in Article 6.I.2 and in the Shadow Allocation Terms and Conditions. The Nomination Time is specified to the Market Participants at Interconnections by means of a specific communication.

6.J. Creating Energy Bids

Not applicable.

6.K. Use of Energy Bids by RTE

Not applicable.

6.L. Controlling Energy

Not applicable.

6.M. Valuing Energy

Not applicable.

6.N. Invoicing and Payment

6.N.1. Issuing Invoices

No later than the thirtieth day of each Month M, RTE Notifies to the Market Participant at Interconnections the invoices corresponding to any costs incurred due to the correction of a Nomination after Gate Closure, as indicated in Articles 6.I.1 and 6.I.2.

Invoices are Notified to the Market Participant at Interconnections using the contact details set out in the Participation Agreement.

The Market Participant at Interconnections may Notify to RTE any changes to its invoice address. Any such change will take effect on the first Day of Month M+1, on condition that the Notification is received seven Days before the end of Month M.

6.N.2. Invoice Disputes

Any claims relating to an invoice must be Notified to RTE by registered post with acknowledgement of receipt within 30 Days of the invoice date. If no claim is made by the end of that period, the invoice will be deemed to have been accepted by the Market Participant at Interconnections. The Notification of a claim does not suspend the obligation to pay the sums invoiced.

If the claim proves to be justified, a reimbursement will be made in accordance with the provisions of Article 6.N.4.

6.N.3. Terms of Payment

The Market Participant at Interconnections shall pay RTE the sums invoiced within 30 Days of the invoice date, by bank transfer to the bank account specified by RTE in the Participation Agreement. If the Market Participant at Interconnections adopts a direct debit system, the sums invoiced will be debited from the thirtieth Day after the invoice date.

Any bank charges for the settlement of the invoice will be borne by the Market Participant at Interconnections.

In the event of a payment by bank transfer, the Market Participant at Interconnections will ensure that its bank transmits the corresponding invoice number with the payment order. In the event of a SWIFT transfer, the Market Participant at Interconnections shall ask its bank to ensure that the invoice number is specified as the "Payment reason". If this is not specified, RTE will need to manually identify the transfers paid in to its account. Such manual identification will give rise to an administrative fee of €100, plus any duties and taxes in force.

A payment is deemed to be made on the Day on which it appears on RTE's bank statement, which is consulted each Business Day, provided the Market Participant at Interconnections has specified an exact invoice number reference or references.

The Market Participant at Interconnections is responsible for anticipating bank processing and payment registration times. RTE will make every effort to minimise those times, but may not be held liable if a period of two Business Days elapses between the point at which the Market Participant at Interconnections makes the payment (as defined in the paragraph above) and the point at which it is registered by RTE.

6.N.4. Late Payment and Late Payment Interest

If full payment is not received by the specified payment deadline, RTE will register a "payment incident", and will Notify to the Market Participant at Interconnections an official reminder including formal notice to pay.

If the amounts invoiced are not paid in full by the specified deadline, such amounts will automatically accrue interest without any need to give formal notice to pay.

The rate of interest, determined on the Day on which the invoice is issued, is equal to 10 points above the interest rate applied by the European Central Bank to its most recent refinancing operation.

The interest is calculated from the first Day following the due date, until the date on which the invoice is paid in full.

The interest will be increased to include any applicable taxes and levies.

In addition to that interest, and in accordance with Article L. 441-6 of the French Commercial Code (*code de commerce*), a fixed debt collection fee of €40 excl. tax will be charged, in accordance with Article D. 441-5 of the French Commercial Code.

Moreover, in accordance with the above-mentioned Article L. 441-6, RTE may ask for additional compensation if the debt collection costs incurred exceed the amount of that fixed fee.

6.O. Financial Security

Not applicable.

6.P. Indicators and Publications

Not applicable.

6.Q. Balance of the Electricity System

Not applicable.

6.R. Terms and conditions relating to DSO Missions

Not applicable.

6.S. Specific Conditions concerning Interconnections

Where specific terms and conditions including Nomination procedures are implemented for a given Interconnection, they will prevail over these Terms and Conditions.

The provisions of this Chapter, which are not modified by the said specific terms and conditions, will continue to apply to RTE and the Market Participant at Interconnections.

6.S.1. Interconnection with England

A set of specific terms and conditions, referred to as the IFA/IFA2 Access Rules and ElecLink Access Rules, govern access to the France-England Interconnections, and notably include Nomination procedures.

6.S.2. Interconnection with Belgium and Germany

6.S.2.1. TSO Breakdown for the France-Germany Border

The Market Participant at Interconnections is not required to Notify a breakdown between the two German TSOs (TransnetBW and Amprion) for its periodic and day ahead Transactions.

6.S.2.2. No Intraday Nominations with RTE for the France-Germany and France-Belgium Borders

In case of an Explicit Allocation, the IFD Intraday Rules provide that Market Participants at Interconnections must request Interconnection Capacity from a Capacity Allocation platform, and that the Allocated Capacity must be used in full by the Market Participant at Interconnections. Those rules specify that there is no Nomination with RTE.

In case of Implicit Allocation, there is no Nomination by the Transfer Agent with RTE: RTE uses the quantities corresponding to the exchanges resulting from the Intraday Market Coupling.

6.S.2.3. Transactions

To be able to participate in Daily Auctions in the event Day Ahead Market Coupling is unavailable, the Market Participant at Interconnections must have a day ahead Transaction for France-Belgium, a day ahead Transaction for Belgium-France, a day ahead Transaction for France-Germany and a day ahead Transaction for Germany-France for each of the two German TSOs, Amprion and TransnetBW

6.S.2.4. EIC Codes

Provisionally, any Market Participant at Interconnections holding several EIC Codes in Germany may, if it so wishes, use two EIC Codes on the France-Germany interconnection, one for Nominating its Periodic and Day Ahead Border Schedules and the other for Nominating its Intraday Border Schedules, provided it holds a Participation Agreement for the European Harmonised Allocation Terms and Conditions and a Participation Agreement for the IFD Intraday Rules.

6.S.3. Interconnection with Switzerland

6.S.3.1. No Intraday Nominations with RTE for the France-Switzerland Border

In case of an Explicit Allocation, the IFS Intraday Rules provide that Market Participants at Interconnections must request Interconnection Capacity from a Capacity Allocation platform, and that the Allocated Capacity must be used in full by the Market Participant at Interconnections. Those rules specify that there is no Nomination with RTE.

6.S.3.2. Transactions

Notwithstanding the preceding Articles, annual and monthly Transactions are used for Nominations in the place and stead of periodic Transactions. The Market Participant at Interconnections may only benefit from one single annual Transaction per Oriented Border and one single monthly Transaction per Oriented Border for the France-Switzerland Interconnection.

6.S.4. Interconnection with Spain and Italy

For the intraday timeframe, there is no Nomination by the Transfer Agent with RTE: RTE uses the quantities corresponding to the exchanges resulting from the Intraday Market Coupling.

6.A Annexes

6.A1. REQUEST TO CONCLUDE A PARTICIPATION AGREEMENT

Company information:

Company name:

Company objects:

Registered office:

Capital of € .....

EIC Code:

Registration number in the trade and companies register (or equivalent for foreign companies) in [*location*]:

EU VAT No:

Payment method:

- ☐ bank transfer
- ☐ direct debit *(only possible for companies in the Single Euro Payments Area (SEPA))*

Bank account details:

- Bank Code:
- Sort Code:
- Account Number:
- Check Digit:

Name and capacity of legal representative:

Statement made by the company:

_____states that it is not in compulsory winding-up or administration without the authority to carry on its business, court-ordered sale or any similar situation arising from proceedings of the same kind available under its national legislation or regulations.

_____states that it is:

- ☐ a legal entity adhering to Chapter 6 of the Terms and Conditions and wishing to add its Transactions to its Balance Perimeter: the legal entity must have signed a Participation Agreement as a Balance Responsible Party with RTE; or
- ☐ a legal entity adhering to Chapter 6 of the Terms and Conditions and not wishing to add its Transactions to its Balance Perimeter: when creating its Transactions, the legal entity must name another Balance Responsible Party that has signed a Participation Agreement as a Balance Responsible Party with RTE.

Legal entities wishing to adhere to Chapter 6 of the Terms and Conditions may not hold more than one Participation Agreement.

Documents to be enclosed:

- Power of attorney and/or signature authority of the company's legal representative(s).
- Sample signature for each of the company's representatives.
- Annex 6.A3 including contact details for the Market Participant at Interconnections and RTE.

6.A2. PARTICIPATION AGREEMENT FOR THE ACCESS TERMS AND CONDITIONS FOR IMPORTS AND EXPORTS ON THE FRENCH PUBLIC ELECTRICITY TRANSMISSION SYSTEM

PARTICIPATION AGREEMENT NO. _____

BETWEEN

XXX, a *[add its legal form]*, with capital of € ____, whose registered office is located at _____ *[add full address]*, registered under number _____ *[Trade and Companies Register No. and Town]* and with EU VAT No. _____ is represented by [full name] acting in his/her capacity as [add capacity],

Hereinafter referred to as the "Market Participant at Interconnections",

OF THE FIRST PART,

AND

RTE Réseau de transport d'électricité, a French société anonyme (public limited company) with a supervisory council and a managing board, with capital of €2,132,285,690, registered in the Nanterre Trade and Companies Register under number 444 619 258, whose registered office is located at Immeuble Window, 7C Place du Dôme, 92073 Paris La Défense Cedex, France, represented by [……..], acting in his/her capacity as Director of the Centre National d'Exploitation du Système, duly authorised for that purpose,

Hereinafter referred to as "RTE",

OF THE SECOND PART,

or by default, hereinafter referred to individually as a "Party" or jointly as the "Parties".

It is hereby agreed as follows:

6.A2.1. Recitals

With the adoption of Directive 2003/54/EC and Regulation No. 1228/2003 of 26 June 2003 both repealed and replaced by Directive 2009/72/EC and Regulation No. 714/2009 of 13 July 2009 respectively and then by Directive (EU) 2019/944 and Regulation (EU) No. 2019/943 of 5 June 2019 respectively, the European Union has introduced rules aimed at ensuring the proper running of the internal market and the completion of a competitive electricity market for generators, suppliers and consumers of electricity, irrespective of their location within the EC.

Within this framework, RTE is creating mechanisms for international exchanges of electricity, which are the subject of Chapter 6 of the Terms and Conditions.

Accordingly, the Parties came together and agreed the provisions set out below.

6.A2.2. Definitions

All capitalised words or groups of words used in this Participation Agreement have the meaning assigned to them in the General Provisions of the Terms and Conditions.

6.A2.3. Purpose

By signing this Participation Agreement, the Market Participant at Interconnections declares that it is aware of Chapter 6 of the Terms and Conditions in force, which may be freely consulted on the RTE website.

It declares that it accepts them and undertakes to comply with all the provisions.

6.A2.4. Contract Documents

The contract documents binding on the Parties are as follows:

- this Participation Agreement;
- the General Provisions of the Market Rules;
- the Specific Provisions of this Chapter 6 of Market Rules;
- the RTE's Information System Access Terms and Conditions;
- the request to conclude a Participation Agreement and the documents enclosed with the request.

The contract documents listed above are classified as follows, in descending order of precedence:

- the Participation Agreement;
- the documents appended to the Participation Agreement to be provided by the Participant;
- the Specific Provisions of this Chapter 6 of Market Rules;
- the Provisions specific to other Chapters of the Market Rules, to which Chapter 6 refers;
- the General Provisions of the Market Rules.

6.A2.5. Balance Responsible Party

Pursuant to Chapter 3 of the Terms and Conditions, the Market Participant at Interconnections declares that each of its Transactions is attached to the Balance Responsible Party named in the List of Transactions.

6.A2.6. Contact Details

The Parties undertake to complete Annex 6.A3 (Contact Details of the Market Participant at Interconnections and RTE) and to update it whenever any changes are made.

6.A2.7. Bank Account Details

All the payments to be made by the Market Participant at Interconnections must be paid into the account notified below:

Bank: Société Générale

Branch: Agence la Défense Entreprises, Tour Ariane 5, Place de la Pyramide, 92088 Paris La Défense Cedex, France

Account Holder: Réseau de Transport d'Electricité

Account number: FR76 30003 04170 00020122549 73

SWIFT code: SOGEFRPPLDE

6.A2.8. Payment Method

The Market Participant at Interconnections elects to pay the invoices issued by RTE by:

☐ bank transfer ☐ direct debit

6.A2.9. Effective Date, Term, Suspension and Termination of the Participation Agreement

This Participation Agreement takes effect on _____.

It is entered into for an open-ended period.

It may only be terminated in accordance with the provisions set out in Chapter 6 of the Terms and Conditions.

Signed in two originals,

in _____, on _____

For RTE:	For the Market Participant at Interconnections:
Name and capacity of legal representative:	Name and capacity of legal representative:
_____	_____
Signature:	Signature:
_____	_____

6.A3. CONTACT DETAILS OF THE MARKET PARTICIPANT AT INTERCONNECTIONS AND RTE

CONTACT DETAILS OF THE MARKET PARTICIPANT AT INTERCONNECTIONS:

EIC CODE:

Invoicing

Contacts:	
Invoice address:	
Telephone:	
Email:	

All correspondence

Contacts:	
Address:	
Telephone:	
Email:	

Periodic Border Schedule Manager

Contacts:	
Telephone:	
Email:	

Day Ahead Border Schedule Manager

Contacts:	
Telephone:	
Email:	

France-England Day Ahead Border Schedule Manager

Contacts:	
Telephone:	
Email:	

Intraday Border Schedule Manager

Contacts:	
Telephone:	
Email:	

CONTACT DETAILS OF RTE:

All correspondence

Contact:	Markets Department (Direction Marchés) - Market Access Service (Pôle Accès aux Marchés)
Address:	RTE - Markets Department (Direction Marchés) - Market Access Service (Pôle Accès aux Marchés) Bâtiment La Rotonde 22 Boulevard Finot CS 50023 93285 Saint-Denis, France
Telephone:	+33 (0)1 41 66 70 00
Email:	marketservices@rte-france.com

Invoicing:

Contacts:	Markets Department (Direction Marchés) - Market Access Service (Pôle Accès aux Marchés)
Invoice address:	RTE - Réseau de transport d'électricité LAD FACTURES TSA 50010 78457 Vélizy-Villacoublay Cedex, France
Telephone:	+33 (0)1 41 66 70 68

Email:	RTE-CNES-INTERCO-DECOMPTES@rte-france.com

Day Ahead and Intraday Border Schedule Manager (except for ElecLink Limited)

Contacts:	RTE Hotline
Telephone:	0810 80 50 50 or 00 800 80 50 50 50 (number from outside France)
Email:	rte-hotline@rte-france.com

6.A4. BALANCE PERIMETER ATTACHMENT AGREEMENT

BETWEEN:

XXXXX, a _____ *[add its legal form]*, with capital of € ____, whose registered office is located at _____ *[add full address]*, registered under number _____ *[Trade and Companies Register No. and Town]*,

in its capacity as a Balance Responsible Party (holder of a Participation Agreement as a Balance Responsible Party signed with RTE on ……..),

represented by [full name] in his/her capacity as [add capacity],

OF THE FIRST PART,

AND

YYYYY, a _____ *[add its legal form]*, with capital of € ____, whose registered office is located at _____ *[add full address]*, registered under number _____*[Trade and Companies Register No. and Town]*,

represented by [full name] in his/her capacity as [add capacity], and holder of a Participation Agreement as a Market Participant at Interconnections signed on .....,

OF THE SECOND PART,

or by default, hereinafter referred to individually as a "Party" or jointly as the "Parties",

The Parties agree that the Transactions listed in the table set out below of the Participation Agreement signed between YYYYY and RTE are attached to the Balance Perimeter of the Balance Responsible Party as of …….

Transaction Number

For each Interconnection, the Transactions are attached to the same Balance Responsible Party.

This Attachment Agreement is entered into for an open-ended period.

This Attachment Agreement may be terminated at any time:

- unilaterally by one of the Parties after Notification given to RTE in accordance with Annex 6.A8 Participation Agreement Termination Form; or
- by RTE in the event that one of the Parties ceases to be a Balance Responsible Party or Market Participant at Interconnections,

in accordance with the formal and other procedures set out in Chapter 6 of the Terms and Conditions in the latest version in force on the RTE Website.

Signed in two originals,

in _____, on _____

For XXX:	For YYY:
Name and capacity of legal representative:	Name and capacity of legal representative:
_____	_____
Signature:	Signature:
_____	_____

6.A5. CREATION / CANCELLATION OF PERIODIC, ANNUAL, MONTHLY OR DAY AHEAD TRANSACTIONS

FROM:	TO:
COMPANY NAME:	FAO: RTE - Markets Department (Direction Marchés) - Market Access Service (Pôle Accès aux Marchés)
ADDRESS:	Bâtiment La Rotonde 22 Boulevard Finot CS 50023 93285 Saint-Denis, France
PHONE:	

Pursuant to the Participation Agreement for the Access Terms and Conditions for Imports and Exports on the French Public Electricity Transmission System No. _____ signed between _____ and RTE, _____ wishes to obtain:

☐ The implementation of the following Transaction(s):

(Tick the relevant boxes and complete the table set out below)

Interconnection	Transaction	Oriented Border	Balance Responsible Party[1]	Nomination Agent
☐ Belgium	Day ahead	☐ France → Belgium ☐ Belgium → France		
☐ Germany (specify the TSO(s)): ☐ Amprion ☐ TransnetBW	Day ahead	☐ France → Germany ☐ Germany → France		
☐ Switzerland	Annual	☐ France → Switzerland ☐ Switzerland → France		
	Monthly	☐ France → Switzerland ☐ Switzerland → France		

	Day ahead	☐ France → Switzerland ☐ Switzerland → France		
☐ Italy	Periodic (annual + monthly)	☐ France → Italy ☐ Italy → France		
	Day ahead	☐ France → Italy ☐ Italy → France		
☐ Spain	Periodic (annual + monthly)	☐ France → Spain ☐ Spain → France		
	Day ahead	☐ France → Spain ☐ Spain → France		
☐ England - IFA	Periodic + Day ahead + Intraday	☐ France → England ☐ England → France		
☐ England - IFA2	Periodic + Day ahead + Intraday	☐ France → England ☐ England → France		
☐ England - ElecLink	Periodic + Day ahead + Intraday	☐ France → England ☐ England → France		

[1] Provide Annex 6.A4, if the Market Participant at Interconnections is not the Balance Responsible Party.

From _____ *[specify the date]*

☐ The cancellation of the following Transaction(s):

(Tick the relevant boxes and complete the table set out below)

Interconnection	Transaction	Oriented Border
☐ Belgium	Day ahead	☐ France → Belgium ☐ Belgium → France
☐ Germany (specify the TSO(s)): ☐ Amprion ☐ TransnetBW	Day ahead	☐ France → Germany ☐ Germany → France
☐ Switzerland	Annual	☐ France → Switzerland ☐ Switzerland → France

	Monthly	☐ France → Switzerland ☐ Switzerland → France
	Day ahead	☐ France → Switzerland ☐ Switzerland → France
☐ Italy	Periodic (annual + monthly)	☐ France → Italy ☐ Italy → France
	Day ahead	☐ France → Italy ☐ Italy → France
☐ Spain	Periodic (annual + monthly)	☐ France → Spain ☐ Spain → France
	Day ahead	☐ France → Spain ☐ Spain → France
☐ England - IFA	Periodic + Day ahead + Intraday	☐ France → England ☐ England → France
☐ England - IFA2	Periodic + Day ahead + Intraday	☐ France → England ☐ England → France
☐ England - ElecLink	Periodic + Day ahead + Intraday	☐ France → England ☐ England → France

From _____ *(specify the date)*

Name and capacity of signatory:

_____

Signature:

_____

6.A6. CREATION / CANCELLATION OF INTRADAY TRANSACTIONS

FROM:	TO:
COMPANY NAME:	FAO: RTE - Markets Department (Direction Marchés) - Market Access Service (Pôle Accès aux Marchés)
ADDRESS:	Bâtiment La Rotonde 22 Boulevard Finot CS 50023 93285 Saint-Denis, France
PHONE:	

Pursuant to the Participation Agreement for the Access Terms and Conditions for Imports and Exports on the French Public Electricity Transmission System No. _____ signed between _____ and RTE, _____ wishes to obtain:

☐ **The implementation of the following intraday Transaction(s):**

(Tick the relevant boxes and complete the table set out below)

Interconnection	Oriented Border	Name of the Balance Responsible Party[(1)]	Nomination Agent
☐ Belgium	The Transaction is valid for all three borders and in both directions		
☐ Germany			
☐ Switzerland			
☐ Italy	☐ France → Italy ☐ Italy → France		
☐ Spain	☐ France → Spain ☐ Spain → France		

[1] Provide Annex 6.A4, if the Market Participant at Interconnections is not the Balance Responsible Party.

From **_____** *[specify the date]*

☐ **The cancellation of the following intraday Transaction(s):**.

(Tick the relevant boxes and complete the table set out below)

Interconnection	Oriented Border
☐ Belgium	The Transaction is valid for all three borders and in both directions
☐ Germany	
☐ Switzerland	
☐ Italy	☐ France → Italy ☐ Italy → France
☐ Spain	☐ France → Spain ☐ Spain → France

From _____ *[specify the date]*

Name and capacity of signatory:

_____

Signature:

_____

6.A7. NOTIFICATION OF AUTHORISATION

For the purposes of Participation Agreement No. _____ signed between RTE and the Market Participant at Interconnections, XXX, the Market Participant at Interconnections is declared to be Authorised, effective from xxx, to Nominate Border Schedules.

The Authorisation remains valid as long as the Market Participant at Interconnections meets all the requirements set out in Article 6.E.

If at least one of the criteria ceases to be satisfied, XXX will cease to be Authorised with immediate effect and, accordingly, will cease to be permitted to Nominate Border Schedules. This change in status will be promptly notified by RTE.

Head of the Market Access Service - Markets Department

6.A8. PARTICIPATION AGREEMENT TERMINATION FORM

FROM:	TO:
COMPANY NAME:	FAO: RTE - Markets Department (Direction Marchés) - Market Access Service (Pôle Accès aux Marchés)
ADDRESS:	Bâtiment La Rotonde 22 Boulevard Finot CS 50023 93285 Saint-Denis, France
PHONE:	

Request for the termination of Participation Agreement as Market Participant at Interconnections No. _____ signed between _____ *[add the company name]* and RTE.

I, the undersigned, _____*[add full name]*, acting in my capacity as the legal representative of _____ *[add company name]*, a _____*[add the legal form]*, whose registered office is located at _____ *[add full address]*, in accordance with Article 6.E.3.2 of the "Access Terms and Conditions for Imports and Exports on the French Public Electricity Transmission System", hereby wish to terminate Participation Agreement as Market Participant at Interconnections No. _____ signed between _____*[add company name]* and RTE on _____*[add date of signature of the Participation Agreement]*.

Signed in _____, on _____

Name and capacity of signatory:

_____

Signature: